

**EXHIBIT B
TO
TESTIMONY OF
DAVID L. COHEN
EXECUTIVE VICE PRESIDENT
COMCAST CORPORATION**

**BEFORE THE
U.S. HOUSE OF REPRESENTATIVES
COMMITTEE ON GOVERNMENT REFORM**

REDACTED VERSION

**AGREEMENT BY AND AMONG THE OFFICE OF THE COMMISSIONER OF
BASEBALL D/B/A MAJOR LEAGUE BASEBALL, TCR SPORTS BROADCASTING
HOLDING, L.L.P., BASEBALL EXPOS, L.P. D/B/A WASHINGTON NATIONALS
BASEBALL CLUB, AND THE BALTIMORE ORIOLES LIMITED PARTNERSHIP**

This Agreement ("Agreement"), is made as of the [28th] day of March, 2005 (the "Effective Date"), by and among the Office of the Commissioner of Baseball d/b/a Major League Baseball (hereinafter "Major League Baseball" or "MLB"), TCR Sports Broadcasting Holding, L.L.P. (hereinafter "TCR" or "RSN"), Baseball Expos, L.P. d/b/a Washington Nationals Baseball Club ("Nationals"), and the Baltimore Orioles Limited Partnership ("BOLP") to provide for the unified telecast of Orioles' and Nationals' baseball games within the defined Television Territory; to guarantee BOLP a minimum franchise sales price; and other agreements; and

WHEREAS, the Orioles' home television territory, as recognized by the parties to this Agreement, is geographically defined and includes the entire states of Maryland, Virginia, Delaware, the District of Columbia and certain counties in West Virginia, Central Pennsylvania and Eastern North Carolina as more particularly set forth in Exhibit A ("Television Territory"); and

WHEREAS, in 2001, the Orioles and TCR established the Orioles' Television Network ("O's TV") as a platform for the Orioles' regional sports network to serve the Orioles' Television Territory; and

WHEREAS, in December 2004, the MLB Clubs approved, over the objection of BOLP, the relocation of the Montreal Expos Baseball Club to Washington, D.C., pursuant to a vote of the member Clubs; and

WHEREAS, the parties hereto desire to resolve various issues and to provide for the presentation and telecast of all available Nationals' baseball games in the Television Territory through a regional sports network along with all available Orioles' baseball games, unifying the games of both Clubs for telecast throughout the entire Television Territory; and

WHEREAS, the parties desire to express their mutual agreements, covenants, promises and understandings in a written agreement; and

NOW THEREFORE, in consideration of mutual promises of the parties hereto, each to the other, and for good and valuable considerations, receipt of which is hereby acknowledged, it is mutually agreed by and among the parties hereto as follows:

Section 1. Franchise Asset Valuation Protection **REDACTED**

Section 2. Regional Sports Network

- 2.A. General -- The Regional Sports Network: TCR, through O's TV, currently serves as the foundation for the Orioles' regional sports network. TCR will be the basis for the regional sports network that will have the sole and exclusive right to present any and all of the Nationals' and the Orioles'

REDACTED VERSION

baseball games not otherwise retained or reserved by Major League Baseball's national rights agreements, including all preseason, regular season and postseason games (if applicable and available) (hereinafter "Available Games"), for each of the Nationals and the Orioles (through cable, satellite, over-the-air television, or such other technology as may then be generally allowed by Major League Baseball; hereinafter "telecast") and all ancillary programming related to the Nationals and the Orioles throughout the Television Territory through the medium of the RSN described in this Agreement.

- 2.B. TCR To Be Renamed: The Orioles agree that TCR will take appropriate steps to register the name Mid-Atlantic Sports Network ("MASN") as the d/b/a name of the RSN, or such other name as may be selected, as soon as practicable. TCR, however, will remain as the entity, for all legal purposes, through which the Orioles' and the Nationals' games will be telecast.
- 2.C. Radio Rights Excluded: For all purposes of this Agreement, all revenues and costs related to the radio broadcast of the Orioles' games by and through TCR shall be allocated specially to BOLP and shall not be taken into account as revenue, costs or valuation of the RSN for purposes of this Agreement but shall be imputed to the Orioles for Major League Baseball revenue sharing purposes. The RSN shall have no radio broadcast rights to the Nationals' games.
- 2.D. Sole And Exclusive Right To Telecast All Available Orioles' And Nationals' Games: TCR shall have the sole and exclusive right and the obligation to telecast, using commercially reasonable efforts, all Available Games of the Orioles and the Nationals and all ancillary programming related to the Orioles and the Nationals throughout the Television Territory through the medium of the RSN as described in this Agreement. The Nationals shall grant and license the right and the obligation to the telecast of their Available Games to the RSN. The Orioles shall grant and license the right and the obligation to the telecast of their Available Games to the RSN. The Nationals and the Orioles may not telecast any of their Available Games other than through the RSN nor in any television territory other than the geographically defined Television Territory referenced in this Agreement. The Nationals and TCR shall enter into a mutually acceptable rights agreement, incorporating the terms set forth in this Section and other customary terms and conditions, ordinarily included in a rights agreement, including, without limitation, the MLB Local Telecast Regulations Required Language for Local Telecast Agreements. Major League Baseball will not provide, allocate or otherwise assign to the Nationals any television territory independent, separate or distinct from the Television Territory served by the RSN and as described in Exhibit A. It is expressly understood and agreed, however, that for 2005 and 2006, certain of the Orioles' games are currently under contract to a third party cable distributor and those games are not available for telecast by the RSN until 2007. The telecast rights of those

REDACTED VERSION

Orioles' games which are available in 2005 and 2006 for telecast and not contracted to a third party cable distributor shall be granted and licensed to the RSN for over-the-air telecasts, or as otherwise permitted as a reservation of rights in the Orioles' third party cable contract. In any given year, after consultation with the Nationals and the Orioles, TCR shall determine the number of Available Games of the Nationals and the Orioles that it shall telecast. TCR shall telecast as many of the Available Games of the Nationals and the Orioles as it determines is commercially reasonable in that year. Unless otherwise prevented by an event covered by the provisions of Subsection 11. J., as soon as the RSN is "fully operational" (anticipated to be in 2007), in each season thereafter, TCR shall telecast no less than 95 of each of the Nationals' and the Orioles' regular season Available Games. The grant of rights by the Nationals and the Orioles set forth in this Section shall be subject to the applicable Major League Baseball Local Telecast Regulations, and shall be deemed to include the "Required Language for Local Telecast Agreements" as set forth in such regulations. Notwithstanding the foregoing, it is agreed that the Television Territory to be served by the RSN on behalf of the Orioles and the Nationals is and shall be as defined in Subsection 2.F. The Orioles and the Nationals each shall have the right to approve the RSN's selection of the game announcers for their respective telecasts. Such approval may not unreasonably be withheld. Notwithstanding the preceding two sentences, the Nationals and the Orioles shall have the right to employ their game announcers at their expense, subject to the approval of the RSN, which shall not be unreasonably withheld. The RSN shall provide the Nationals and the Orioles with all reasonable and customary production values for the telecasts of their games.

- 2.E. Orioles And Nationals – Cooperation With Regional Sports Network: The Nationals and the Orioles shall cooperate with the RSN in the sale, promotion and distribution of their games for telecast by the RSN, including providing all customary promotional and marketing materials and tools necessary for the generation of revenue for the RSN.
- 2.F. Applicable Television Territory: The Television Territory to be served by the RSN, on behalf of the Orioles and the Nationals, is and shall be the Television Territory as reflected in Exhibit A, attached hereto and incorporated by reference herein. This Subsection shall be a material and essential element of this Agreement.
- 2.G. Rights Fees: The Nationals and the Orioles shall be paid an annual rights fee from the RSN. For the telecast of its games, the Nationals shall be paid its rights fees, commencing in 2005, as follows: **REDACTED** in 2005; **REDACTED** in 2006. During 2005 and 2006, only, for the telecast of its games on over-the-air television, or otherwise permitted as a reservation of rights in the Orioles' third party cable contract, the Orioles shall be paid a rights fee of up to **REDACTED** per game for each game telecast in 2005 and a rights fee of up to **REDACTED** per game for each game telecast in 2006.

REDACTED VERSION

Subject to the foregoing, for 2005 and 2006 only, the amount of the Orioles' rights fees shall be agreed upon between TCR and the Orioles. Thereafter, and beginning in 2007, for the telecast of their games, the Orioles and the Nationals shall each be paid **REDACTED** per year for the next four successive years escalating at a non-compounded **REDACTED** rate. The Orioles and the Nationals will, therefore, be paid the following rights fees: in 2007, **REDACTED** each; in 2008, **REDACTED** each; in 2009, **REDACTED** each; in 2010, **REDACTED** each; in 2011, **REDACTED** each. To the extent that the Orioles and/or the Nationals do not actually play five or more regular season games that are scheduled for telecast by the RSN in any given year, the rights fee for that year shall be reduced by an amount equal to the product of (i) the rights fee payable multiplied by (ii) a fraction, the numerator of which is the number of regular season games not played and the denominator of which is the number of regular season games scheduled to be played.

2.H. Payment Of Rights Fees: Unless otherwise agreed to by the Nationals, the Orioles and TCR, for 2005, the applicable rights fee payment for the Orioles and the Nationals shall be made in four equal installments as follows: June 15, 2005; July 15, 2005; August 15, 2005 and September 15, 2005. Unless otherwise agreed to by the Nationals, the Orioles and TCR, for 2006, the applicable rights fee payment shall be made in four equal installments as follows: June 15, 2006; July 15, 2006; August 15, 2006 and September 15, 2006. Unless otherwise agreed to by the Nationals, the Orioles and TCR, in 2007 and thereafter, all rights fee payments shall be made in four equal installments in each year as follows: April 1; June 1; August 1 and September 1.

2.I. Future Rights Fees Determination: After 2011, and for each successive five year period, the Orioles, the Nationals and the RSN first shall negotiate in good faith using the most recent information available which is capable of verification to establish the fair market value of the telecast rights licensed to the RSN for the following five year period.

2.J. Rights Fees Dispute Resolution Mechanism: For any dispute regarding the determination of rights fees pursuant to Subsection 2.I., the dispute resolution mechanism shall be as follows:

2.J.1. Mandatory Negotiation Period: In the event that the Nationals and the RSN, or the Orioles and the RSN, are unable to agree on the fair market value of their respective rights within thirty (30) days or a mutually-agreed upon longer period of time (the "Negotiation Period"), the relevant parties shall follow the procedures set forth in this Subsection to establish the fair market value of the rights licensed to the RSN (the "Rights").

2.J.2. Mediation: In the event that the Nationals and RSN are unable to timely establish the fair market value of the Rights by negotiation as

set forth above, then the parties agree to enter into non-binding mediation. The mediation shall be held at a mutually agreeable place and shall be conducted under the auspices of the American Arbitration Association or JAMS.

- 2.J.3. Appeal: In the event that the Nationals and/or the Orioles and RSN are unable to timely establish the fair market value of the Rights by negotiation and/or mediation as set forth above, then the fair market value of the Rights shall be determined by the Revenue Sharing Definitions Committee ("RSDC") using the RSDC's established methodology for evaluating all other related party telecast agreements in the industry. The fair market value of the rights established pursuant to this Subsection for the relevant five year period, or such shorter time as may be agreed to by the parties, shall be final and binding on the Nationals and the RSN, and the Nationals and the RSN may seek to vacate or modify such fair market valuation as established by the RSDC only on the grounds of corruption, fraud or miscalculation of figures. Beginning in 2007, the Orioles and the Nationals shall be paid the same rights fees by the RSN.
- 2.J.4. The above-described dispute resolution mechanism shall be applied unless otherwise agreed to by the RSN and MLB on or before June 1, 2005.
- 2.K. Rights Fee Methodology: For all purposes of determining the amount of the appropriate rights fees payable to the Orioles and the Nationals, the entire Television Territory shall be analyzed and examined as if the Television Territory were a unified territory in all respects, that is, the same geographic territory, the same DMAs, the same number of households and treated as a single television market.
- 2.L. Distributions: Except as provided in Subsection P, below, distributions, if any, to be made from the RSN shall be made consistent with the parties' relative and then-applicable partnership profits interests in the RSN. For the sake of clarity, in no event shall any distributions be made to BOLP or to the limited partners of TCR as of the Effective Date unless pro rata distributions are simultaneously made to the Major League Baseball Partner (as defined below), or its assigns, in relation to its then-applicable partnership profits interest.
- 2.M. Major League Baseball To Assist Regional Sports Network: Major League Baseball agrees to promptly use its commercially reasonable best efforts as reasonably necessary to assist the RSN in obtaining access to all available telecast distribution for the Orioles' and Nationals' games, ancillary programming and other sports content throughout the entire Television Territory and to use its commercially reasonable best efforts to assist the RSN in any such negotiations.

REDACTED VERSION

- 2.N. Equity Interest In Regional Sport Network: The Major League Baseball Partner (as defined below) shall initially receive a 10% partnership profits interest in TCR. Following the full completion of the fifth year of operation of the RSN, the Major League Baseball Partner, or its assignee, shall receive an annual increase of its partnership profits interest, one percentage point per year, until such time as the initial interest and the annual increases to its profits interests total 33%. The Major League Baseball Partner may assign, at its sole discretion, such profits interest, in whole or in part, to an affiliated entity. Such assignment is without regard to the right of first refusal provided in Subsection 2.Q.
- 2.O. Governance Of Regional Sports Network: BOLP, its successors or assigns, as managing partner of the RSN, shall have the full authority to manage and operate all of the business affairs of the RSN, to employ such personnel as it may deem necessary and do all other things as it may deem necessary to conduct the business of the RSN, as more fully set forth in the TCR Limited Liability Partnership Agreement (as defined below). Notwithstanding the foregoing, the Major League Baseball Partner shall be provided with the customary rights accorded a limited partner including, **REDACTED**. Except as provided in Subsection 2.G. above (Rights Fees), TCR shall treat the Orioles' and Nationals' telecast rights on a substantially equal basis with respect to their operation, distribution and marketing.
- 2.P. Capital Structure Of TCR:
- 2.P.1. In consideration for the receipt of the equity interests in TCR, referred to in Subsection N above, the Major League Baseball Partner shall contribute **REDACTED** as its capital contribution to TCR, and BOLP shall contribute the Orioles' rights relating to its Television Territory as its capital contribution to TCR. At such time as the Major League Baseball Partner's capital contributions are made, it shall receive credit in its capital account for the amount of the payment. As a result of its capital contribution, BOLP shall receive a capital account credit of **REDACTED**. Any liquidation of TCR shall be made in accordance with capital accounts as required by Internal Revenue Code rules and regulations.
- 2.P.2. The Major League Baseball Partner's capital shall be contributed as follows: **REDACTED**.
- 2.P.3. TCR shall utilize the cash capital referred to in Subsection 2.P.1. above for such capital expenditures and operational costs as are necessary to conduct its operations.
- 2.P.4. The Agreement of Limited Liability Partnership of TCR ("TCR Partnership Agreement") shall be amended to remove any conflict between the TCR Partnership Agreement and this Agreement, and in such other respects as shall be agreed to by the parties, including, without

REDACTED VERSION

limitation, that Major League Baseball or an affiliated entity, such as the Nationals (the "Major League Baseball Partner" or the "MLB Partner") shall be included, as appropriate, as a limited partner in accordance with the terms set forth herein.

- 2.Q. Transfer Of Equity To Third Party: BOLP and the limited partners of TCR shall be provided a right of first refusal over sales or transfers of any equity in TCR by the MLB Partner, except for **REDACTED**.
- 2.R. Remedies For Non-Payment, Insolvency: In the event that the RSN does not pay either the Orioles or the Nationals the rights fees contemplated herein in a timely fashion, then:
- 2.R.1. The RSN shall have a right to cure such non-payment within a reasonable period of time after written notice of the non-payment from either the Nationals or the Orioles, as the case may be. Such time shall not exceed 30 days.
- 2.R.2. If payment is not made within the applicable cure period, then the Orioles and/or the Nationals, as appropriate, shall have a right to seek money damages or avail themselves of any other appropriate remedies that may be available for such non-payment, including without limitation, termination of the license to their respective telecast rights granted herein; provided, that they will not terminate such licenses until thirty days after the expiration of the cure period set forth in Subsection 2.R.1 above. Such termination shall take effect upon receipt by the RSN of a written notice of termination (the "Notice of Termination").
- 2.R.3. In addition, the Nationals and the Orioles may, in their respective discretion, terminate the license to their telecast rights licensed herein upon notice in writing to the RSN, if (i) the RSN becomes insolvent; (ii) a petition under any bankruptcy act is filed by or against the RSN (which petition shall not have been dismissed within 30 days of the initial filing); (iii) any receiver, trustee or liquidator is appointed for all or a substantial part of the assets of the RSN (which appointment shall not have been dismissed within 30 days of such appointment); or (iv) the RSN takes advantage of any applicable insolvency or like statute.
- 2.R.4. Notwithstanding any other provision of this Agreement, upon receipt of the Notice of Termination or at any time thereafter, the RSN has the right to and may seek any and all immediate legal or equitable relief and remedies from such termination available in any court of law with jurisdiction, including, without limitation, the right to seek injunctive relief or specific performance. In the instance in which there are no other material defaults of this Agreement, other than the delinquent payment of rights fees, and the Nationals or the Orioles, as applicable, have not been materially prejudiced by the delinquent payment, payment of the

REDACTED VERSION

delinquent rights fees plus interest at any time prior to the final determination of a court of original jurisdiction pursuant to this Subsection shall constitute a cure of such default, and the termination, if any, shall be void and of no effect. Multiple violations of the failure to pay rights fees shall be considered a rebuttable presumption of material prejudice.

Section 3. Tax Treatment **REDACTED**

Section 4. Debt Service Rule **REDACTED**

Section 5. Scheduling Of Home Games

Major League Baseball shall treat the Orioles and the Nationals as a single market for scheduling protocol and allow no more than 15 overlapping and conflicting home games during any baseball season unless otherwise agreed to by Major League Baseball, the Nationals and the Orioles, subject to exigent circumstances. Major League Baseball will endeavor to keep the number of overlapping and conflicting home games during any season to less than 10.

Section 6. No League Transfer **REDACTED**

Section 7. Representations And Warranties; Further Assurances

The Commissioner of Baseball, Major League Baseball, the Nationals, BOLP, the Orioles and TCR represent and warrant, each on their own behalf, and each to each other, that they are authorized and empowered to enter into this Agreement. Further, Major League Baseball represents and warrants that all relevant terms, conditions and obligations of this Agreement shall be made known to any purchaser(s) of the Nationals now, and in the future, and that the assumption of the Nationals' obligations under this Agreement shall be made a binding condition of the purchase of the Nationals' franchise. The Nationals and Major League Baseball represent and warrant that they shall take such other steps as reasonably may be necessary to bind any subsequent purchaser(s) of the Nationals to the terms and conditions set forth in this Agreement. The Commissioner of Baseball, Major League Baseball, the Nationals, BOLP, the Orioles and TCR shall take all necessary actions to effectuate and enforce this Agreement. Further, Major League Baseball, the Nationals, BOLP, the Orioles and TCR represent and warrant, each on their own behalf, and each to each other, that prior to the execution of this Agreement, neither the terms of this Agreement, nor the execution of this Agreement by it, nor the performance of its obligations hereunder conflicts with any contract, agreement, undertaking or understanding to which it is a party.

Section 8. Dispute Resolution **REDACTED**

Section 9. Remedies For Breach

- 9.A. It is expressly understood and agreed that any and all remedies in law or in equity including, without limitation, any claims for damages for breach of this Agreement, and/or specific performance and injunctive relief, shall be available to Major League Baseball, the Nationals, the Orioles, BOLP and/or TCR to enforce the terms and conditions of this Agreement in such

REDACTED VERSION

arbitration or other proceedings and that the arbitrators therein are specifically empowered to grant injunctive relief.

- 9.B. No Third-Party Beneficiary Rights. The rights, duties and obligations set forth in this Agreement are specific to those named parties to this Agreement and their permitted successors and assigns. The parties hereby disclaim any intent to benefit third-parties and specifically agree that there shall be no third-party beneficiaries of this Agreement.

Section 10. Effective Immediately

This Agreement shall take effect immediately upon execution by the parties.

Section 11. Miscellaneous

- 11.A. Governing Law: The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles.
- 11.B. Entire Agreement: This Agreement, and the terms contained herein, constitute the entire agreement between the parties with respect to the subject matters herein and supersede all other oral and written understandings or agreements relating to the subject matters contained herein.
- 11.C. Assignment: This Agreement and the terms contained herein irrevocably are binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party shall sell, convey, assign or otherwise transfer this Agreement or its equity interest in the RSN without the prior written consent and approval of BOLP, its successors or assigns, and the RSN; provided that in the event that either the Orioles, the Nationals or the RSN are sold, conveyed, assigned or in any other way transferred, in whole or in part, all subsequent purchaser(s), assignees or transferees shall be unconditionally bound to all terms and conditions of this Agreement.
- 11.D. Headings/Plural: The section headings in this Agreement have been included for mere convenience of reference, and shall not be considered substantive parts of this Agreement in resolving any question or interpretation or construction. As circumstances may require, the singular shall include the plural and vice versa.
- 11.E. No Waiver: The failure of any party to object to, or to take affirmative action with respect to, any conduct of another party that violates any term or condition of this Agreement shall be limited to that particular instance, and shall not be construed as a waiver of that party's rights for such breach or as a waiver of such remedies for future breaches by the other party(ies).
- 11.F. Voluntary Agreement/No Presumption: The parties hereto represent that they have carefully read the Agreement, understood its terms, consulted with

an attorney of their choice, and voluntarily signed the same as their own free act with the intent to be legally bound thereby. The terms of this Agreement are contractual and not a mere recital. The parties hereby acknowledge that no provision of this Agreement shall be construed against a party solely because that party (or that party's counsel) drafted such provision.

- 11.G. Notices: All notices, including notices of address changes, required or permitted, to be given by either party under this Agreement shall be sent by registered or certified mail or by reputable overnight commercial delivery to the address specified herein by each party and shall be deemed given three (3) days after the date of mailing in the event of registered or certified mail, and one (1) day after said notice is provided to the delivery service in the event of overnight delivery.
- 11.H. Survival: All terms and provisions of this Agreement, which should by their nature survive the termination or expiration of this Agreement shall so survive. The relationships established by this Agreement between the Orioles, TCR, the Nationals and, as the case may be, Major League Baseball, including the RSN or such other regional sports network or entity that may be formed, shall survive the expiration of any telecast rights agreement or any future documents or agreements related to the regional sports network and each of BOLP, its successors or assigns, TCR, the Nationals and Major League Baseball shall remain bound to the terms and conditions of this Agreement at all times.
- 11.I. Release **REDACTED**
- 11.J. Force Majeure: Neither party shall be liable for any delays or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence or act of terrorism, or any law, order or requirement of any governmental agency or authority, except and to the extent the party has acquired insurance to cover such risk. A separate force majeure provision shall be contained in the rights agreements contemplated in this Agreement.
- 11.K. Severability: If any term, provision, covenant or condition of this Agreement, or any application thereof shall be held by a court of competent jurisdiction, or by the final decision of an arbitration panel as provided herein, to be invalid, void or unenforceable, such invalidity, unenforceability or illegality shall not affect any other provision of this Agreement, and this Agreement shall be construed, as if such invalid, unenforceable or illegal provision had never been contained in this Agreement, but only to the extent of its invalidity, unenforceability or illegality.
- 11.L. No Admission of Liability. The parties acknowledge that neither this Agreement, nor any statement made, nor any event occurring during negotiations of this Agreement by the parties or their respective attorneys and

REDACTED VERSION

representatives, is considered to be an admission of liability for any disputed claim resolved herein or otherwise. It is further acknowledged and agreed that neither this Agreement, nor any statement made, nor any event occurring during negotiations of this Agreement by the parties or their respective attorneys and representatives, may be used by the parties as precedent for any other claim that any party may have in the future.

- 11.M. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together, shall be considered one and the same agreement.

IT WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day and year first above written.

[THIS SPACE LEFT INTENTIONALLY BLANK]

REDACTED VERSION

AGREED AND ACCEPTED:

THE BALTIMORE ORIOLES BASEBALL CLUB

By: Baltimore Orioles Limited Partnership

By: Baltimore Orioles, Inc.

Its: General Partner

_____/s/_____(SEAL)
By: Peter G. Angelos
Its: President, Baltimore Orioles, Inc.

BALTIMORE ORIOLES LIMITED PARTNERSHIP

By: Baltimore Orioles, Inc.

Its: General Partner

_____/s/_____(SEAL)
By: Peter G. Angelos
Its: President, Baltimore Orioles, Inc.

TCR SPORTS BROADCASTING HOLDING, L.L.P.

_____/s/_____(SEAL)
By: Peter G. Angelos
Its: President, Baltimore Orioles, Inc.

OFFICE OF THE COMMISSIONER OF BASEBALL
[as agent for the Clubs]

_____/s/_____(SEAL)
By: Allan H. (Bud) Selig
Its: Commissioner

[THIS SPACE LEFT INTENTIONALLY BLANK]

REDACTED VERSION

For the purposes of the provisions in the Agreement relating to the determination of the
Television Territory
MAJOR LEAGUE EXECUTIVE COUNCIL

_____/s/_____(SEAL)
By: Allan H. (Bud) Selig
Its: Chairman

BASEBALL EXPOS, L.P.
d/b/a THE WASHINGTON NATIONALS BASEBALL CLUB
By Baseball Expos GP, Inc., its General Partner

_____/s/_____(SEAL)
By:
Its:

Attachment: EXHIBIT A

REDACTED VERSION

EXHIBIT A

BALTIMORE ORIOLES
TELEVISION HOME TERRITORY

State of Maryland

Washington, D.C.

State of Virginia

State of Delaware

West Virginia counties:

Grant	Morgan
Hardy	Berkeley
Mineral	Jefferson
Hampshire	

York/Harrisburg/Lancaster Pennsylvania ADI counties:

Adams	Lebanon
Cumberland	Berkeley
Mineral	Jefferson
Hampshire	Mifflin
Dauphin	Perry
Juniata	York
Lancaster	

Eastern North Carolina including Winston-Salem, Greensboro and Charlotte

7/27/81
11/22/82
9/24/97